

RESOLUTION OF THE BOSTON REDEVELOPER AUTHORITY RE: FINAL DESIGNATION OF THE CONROY/HEAFITZ JOINT VENTURE AS REDEVELOPER OF BUILDING 96 IN THE CHARLESTOWN NAVY YARD, CHARLESTOWN URBAN RENEWAL AREA PROJECT NO. MASS. R-55.

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loans and capital grants with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of projects with federal financing assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion, or national origin; and

WHEREAS, the CONROY/HEAFITZ JOINT VENTURE has expressed an interest and submitted a satisfactory proposal for the development of Building 96 in the Charlestown Navy Yard; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

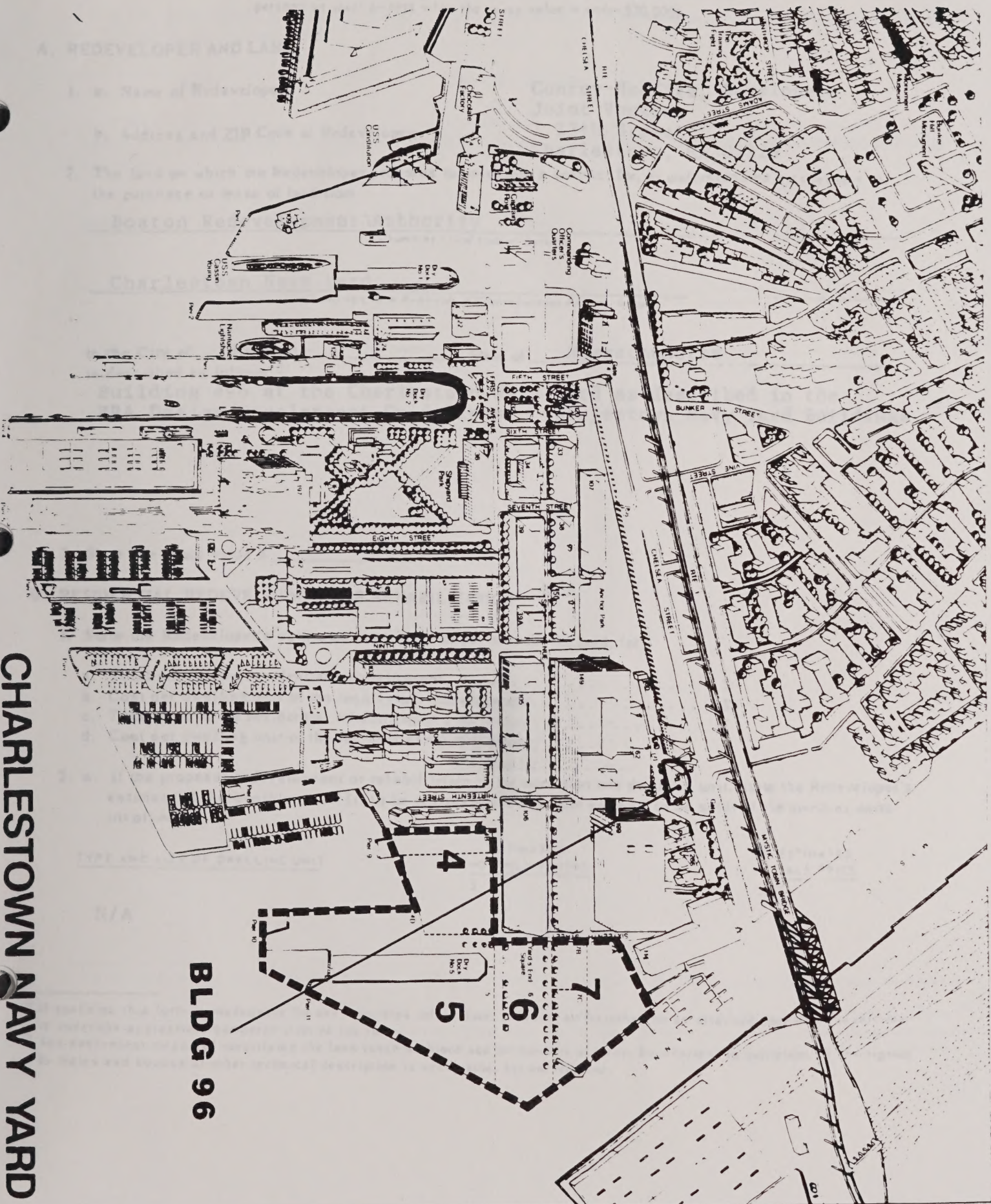
1. That CONROY/HEAFITZ JOINT VENTURE be, and hereby is, finally designated as Redeveloper of Building 96 in the Charlestown Navy Yard.
2. That it is hereby determined that CONROY/HEAFITZ JOINT VENTURE possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposition of said property by negotiation is the appropriate method of making the property available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by CONROY/HEAFITZ JOINT VENTURE for the development of Building 96 conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications are be and hereby are approved.
5. That it is hereby found and determined that the proposed

development will not result in significant damage to or impairment of the environment and further, that all practical feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and on behalf of the Boston Redevelopment Authority to execute and deliver a lease for Building 96 to said CONROY/HEAFITZ JOINT VENTURE and to execute additional documents as may be necessary to effectuate the development of the property.
7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

CHARLESTOWN NAVY YARD

BLDG 96



REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

(Redevelopment or rehabilitation for any use by an individual or two persons as joint owners when the reuse value is under \$30,000)

A. REDEVELOPER AND LAND

- Name of Redeveloper: Conroy-Heafitz, Developers
Joint Venture
 - Address and ZIP Code of Redeveloper: 1 13th Street
Charlestown, MA 02129
- The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority
(Name of Local Public Agency)

Charlestown Navy Yard
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston State of Massachusetts
is described as follows:²

Building #96 at the Charlestown Navy Yard as described in the
BRA Design/Development Guidelines: Charlestown Navy Yard Buildings

3. State the reuse value \$ _____

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION N/A

- State the Redeveloper's estimates, exclusive of payment for the land, for:
 - Total cost of the residential redevelopment. \$
 - Cost per dwelling unit of the residential redevelopment. \$
 - Total cost of the residential rehabilitation. \$
 - Cost per dwelling unit of the residential rehabilitation. \$
- If the proposed redevelopment or rehabilitation is for more than one dwelling unit, state the Redeveloper's estimate of the monthly rental (if to be rented) or average sale price (if to be sold) of the dwelling units involved:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED	ESTIMATED
	MONTHLY RENTAL	SALE PRICE
	\$	\$

N/A

¹ If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.
² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

N/A

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

N/A

CERTIFICATION

I (We) ¹

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief. ²

Dated: _____

Dated: 7/10/85

Signature

Signature

Title

Title

Address and ZIP Code

Address and ZIP Code

1-13th St Charleston 0212

¹ If the Redeveloper consists of two or more persons jointly (including tenants by the entirety), this statement must be signed by each of them.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement, or entry in a matter within the jurisdiction of any Department of the United States.

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(Redevelopment or rehabilitation for any use by an individual or two persons as joint owners when the reuse value is under \$30,000)

(For confidential official use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested.)

1. a. Name of Redeveloper: Conroy-Heafitz, Developers
- b. Address and ZIP Code of Redeveloper: 1 13th Street
Charlestown, MA 02129
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority
(Name of Local Public Agency)

Charlestown Navy Yard

is in Boston, State of Massachusetts
is described as follows: -

Building #96 At the Charlestown Navy Yard as described in the
BRA Design/Development Guidelines: Charlestown Navy Yard Buildings

3. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

The property is being leased. The funds for rehabilitation will be obtained from the redeveloper's own funds and from local commercial banks such as the Bank of New England

4. Sources and amount of cash available to the Redeveloper to meet equity requirements of the proposed undertaking and of the Redeveloper:

Developer's own funds

NAME, ADDRESS AND ZIP CODE OF BANK

AMOUNT

\$

See Financial Statements attached

loans from other:

NAME, ADDRESS AND ZIP CODE OF SOURCE

AMOUNT

\$

N/A

By sale of readily salable assets:

DESCRIPTION

MARKET VALUE

MORTGAGES OR LIENS

\$

\$

N/A

- d. List of creditors to whom \$100 or more is owed

AMOUNT OWED

\$

See attached statements

5. Names, addresses and ZIP Codes of bank references.

See attached bank references

6. Has the Redeveloper been adjudged bankrupt, either voluntary or involuntary, within the past 10 years?

If Yes, give date, place, and under what name.

7. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency, who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

CERTIFICATION

I (We)¹ _____
 certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence
 of Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to
 the best of my (our) knowledge and belief.²

3/13/11

Dated:

Dated:

Signature

Signature

Title

Task

Address and ZIP Code

Address and ZIP Code

1 If the Redeveloper consists of two or more persons jointly (including tenants by the entirety), this statement must be signed by each of them.

2 Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement, or entry in a matter within the jurisdiction of any Department of the United States.

HUD-6004A (4-68)

DEVELOPER'S STATEMENT OF QUALIFICATIONS
AND FINANCIAL RESPONSIBILITY (FORM 2)

1. Name and address of developer: Conroy-Heafitz, Developers
1 13th Street, Charlestown, MA 02129

2. Is the developer or any other member of the joint venture a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms.

Yes: _____ No: x

If yes, explain: _____

3a. The financial condition of the developer, as of 12/31/88 is as reflected in the attached financial statement.

NOTE: Attach to this statement a financial statement FOR EACH GENERAL PARTNER showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old. These statements will be held in strict confidence.

3b. Name and address of auditor or public accountant who performed audit on which said financial statement is based.

Gray, Gray & Gray
185 Devonshire Street
Boston, MA

4. If funds for the development of the project are to be from sources other than the developer's own funds, please state the developer's plan for financing the acquisition and development of the project:

Bank of New England

5. Sources and amount of cash available to developer to meet up-front costs of the proposed undertaking:

a. In banks:

Name, address, and zip code of bank

Amount

Bank of New England

\$ 1,500,000

b. By loans from affiliated or associated corporations of firms:

Name, address and zip code of source

Amount

N/A

\$

c. By sale of readily salable asset

Description

Market Value

Mortgage or Liens

N/A

\$

\$

6. Name and addresses of bank references:

See Attached Bank-References

7. Has the developer or (if any) the corporation, or any subsidiary or affiliated corporation of the developer or said parent corporation, or any of the developer's officers or principal members, shareholders or investors, or other interested parties been adjudged bankrupt, either voluntary or involuntary, within the past ten years?

Yes: No: x

If yes, give the date, place and under what name.

- 8a. Undertakings, comparable to the proposed development work, which have been completed by the developer, including identification and brief description of each project and date of completion:

Captain's Quarters Bldg. #266 - Rehabilitation into first class office space

Building #96 - in progress - proposed use - restaurant & office space

- 8b. If the developer or any of the principals of the developer has ever been an employee in a supervisory capacity for a construction contractor or builder or undertaking comparable to the proposed development work, name of such employee, name and address of employer, title of position, and brief description of work:

Terence W. Conroy, Conroy Dev. Corp. - Building #266, CNY

William Conroy, Conroy Dev. Corp. - Building #266, CNY
Reebok, Stoughton, MA

9. If the developer or a parent corporation, a subsidiary, an affiliate, or a principal of the developer is to participate in the development of the land as a construction contractor or builder:

- a. Name and address of such contractor or builder:

Conroy Construction Corp.

1 13th Street

Charlestown, MA 02129

- b. Has such contractor or builder within the last ten years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract:

Yes: _____ No: -x -

If yes, explain:

- c. Total amount of construction or development work performed by such contractor or builder during the last three years:

\$ 20,000,000

General description of such work:

Reebok, World Headquarters - Stoughton, MA

6-story first class office building

- d. Construction contractors or developments now being performed by such contractor or builder:

Identification of
Contract or Development
and Location

Amount

Date to be
Completed

Reed Corp., Middleboro, MA

\$ 2,000,000

1/90

Anixter Corp., Methuen, MA

2,000,000

1/90

Shaws Supermarkets, Methuen, MA

15,000,000

7/90

- e. Outstanding construction contract bids of such contractor or bidder:

N/A

Awarding Agency

Amount

Date Opened

10. Brief statement respecting equipment, experience, financial capability, and other resources available to such contractor or builder for the performance of the work involved in the development of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

Conroy Construction Corp, a subsidiary of Conroy Deve. Corp. and in conjunction with Heafitz & Co. have been responsible for the development and construction of over 3,000,000 S.F. of office and warehouse/distribution facilities in the Greater Boston area. See attached information on the principals of Conroy Development Corp. and Heafitz & Co.

11. Statement and other evidence of the developer's qualifications and financial responsibility (other than the financial statement referred to in Item (3) are attached hereto and hereby made a part hereof as follows:

See Client List attached

12. If the developer, any employee of the developer or any party holding a financial interest in the development is now a City of Boston employee or has been at any time in the year preceding this date, please list the person(s)'s name, position held, or financial interest in the development entity, City of Boston position, and if not currently employed by the City, the last date of City employment.

N/A

13. List the address(es) of all other properties that the owner(s) or principals of the proposed project owns in the City of Boston:

Building #266 - Charlestown Navy Yard

Building #96 - Charlestown Navy Yard

CERTIFICATION

I/We, _____, certify that this Developer's Statement of Qualifications and Financial Responsibility and the attached evidence of the developers qualifications and financial responsibility, including financial statements, are true and correct to the best of my/our knowledge and belief.

Dated _____

Signature _____

Dated _____

Signature _____

Address and Zip Code _____

Address and Zip Code _____
1-13th St
Charleston Ma 02122

DISCLOSURE STATEMENT

Any person submitting a development proposal to the City of Boston must truthfully complete this statement and submit it prior to being formally designated for any project.

1. Do any of the principals owe the City of Boston any monies for incurred real estate taxes, rents, water and sewer charges or other indebtedness?

No

2. Are any of the principals employed by the City of Boston? If so, in what capacity. (Please include name of agency or department and position held in that agency or department).

No

3. Have any of the principals previously owned any real estate? If so, where and what type of property?

Building #266 - Office, (Long Term Lease with Authority)

4. Were any of the principals ever the owners of any property upon which the City of Boston foreclosed for his/her failure to pay real estate taxes or other indebtedness?

No

5. Have any of the principals ever been convicted of any arson related crimes currently under indictment for any such crimes?

No

6. Have any of the principals been convicted of violating any law, code, ordinance regarding conditions of human habitation within the last three (3) years?

No

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS

 Day of , 19

SIGNATURE:

ADDRESS:

1- 1341 St
Charlestown Ma 02129

**DISCLOSURE STATEMENT CONCERNING BENEFICIAL
INTEREST REQUIRED BY SECTION 40J OF
CHAPTER 7 OF THE GENERAL LAWS**

- (1) Location: Building #96, Charlestown Navy Yard
- (2) Grantor or Lessor: City of Boston - Boston Redevelopment Authority
- (3) Grantee or Lessee: Conroy-Heafitz, Developers
- (4) I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-half percent) in the above-listed property are listed below in compliance with the provisions of Section 40J of Chapter 7 (see attached Statute).

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE INTEREST</u>
General Partners		
Terence W. Conroy	Conroy Development Corp. 1 13th St. Charlestown, MA	1%
Lewis Heafitz	Heafitz & Co. 40 Rowes Wharf, Boston, MA	1%
Limited Partners		
Terence W. Conroy	Conroy Development Corp. 1 13th St. Charlestown, MA	49%
Lewis Heafitz	Heafitz & Co. 40 Rowes Wharf, Boston, MA	49%

- (5) The undersigned also acknowledged and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capital Planning and Operations.

SIGNED under the penalties of perjury.

Signature: Terence W. Conroy

Date: 7/10/89

§ 40J. Disclosure statements of persons having beneficial interest in real property.

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement shall be valid and no payment shall be made to the lessor or seller of such property unless a statement signed under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the deputy commissioner of capital planning and operation. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation.

A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the Commonwealth, or any employee of the division of capital planning and operations disclosing beneficial interest in real property pursuant to this section, shall identify his/her position as part of the disclosure statement. The Deputy Commissioner shall notify the State Ethics Commission of such names, and shall make copies of any and all disclosure statements received available to the State Ethics Commission upon request.

The Deputy Commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

Added by St. 1980, c. 579, §12 . . .

1980 enactment - St. 1980 c. 579, §12 was approved July 16, 1980, and by §66 made effective July 1, 1981. See also note under §39A of this chapter.

Library References States 89. C.J.S §§ 145.149.150.

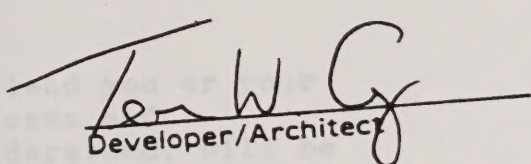
NON-DISCRIMINATION AND AFFIRMATIVE MARKETING STATEMENT

As a condition of receiving BRA-controlled funds; land or other benefits, I, _____ agree not to discriminate or permit discrimination, upon the basis of race, color, religious creed, marital status, sex, age, ancestry, sexual preference, military status, handicap, children, national origin or source of income in the lease, rental or use and occupancy of the property located at: _____

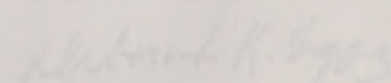
I further agree to comply with the Boston Fair Employment and Housing Plan as applicable and to carry out an Affirmative Marketing Plan as approved by the Authority if determined applicable. Such a Plan would incorporate a description of outreach efforts to potential applicants using media and various community resources well in advance of sales or rent-up. I also agree to develop and carry out occupant selection policies and procedures to be incorporated in the Affirmative Marketing Plan in accordance with the Fair Housing Plan and any additional Authority requirements to be made available prior to Final Designation.

Date

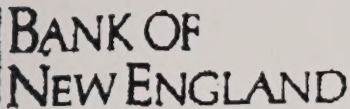
7/10/87


Developer/Architect

Very truly yours,


Deborah K. Ergas
Assistant Vice President

DLE:slw



9. Approved and endorsed by The Associated General Contractors of America.

4957-1877 1 1

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1977 EDITION

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION**

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the
Hundred and

day of

in the year of Nineteen

BETWEEN the Owner: Building #96 Associates
40 Rows Wharf, 5th Floor
Boston, MA 02110

and the Contractor: Conroy Construction Company
One 13th Street
Charlestown, MA 02129

The Project:

The Architect: Cubellis & Associates, Inc.
Two 13th Street
Charlestown, MA 02129

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D. C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The Building #96 Renovation, which is located on Thirteenth Street in the Charlestown Navy Yard, Charlestown, Massachusetts.

ARTICLE 3

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor to the Architect and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 15th day of the month as follows:

Not later than 15 days following the end of the period covered by the Application for Payment, the Owner shall pay to the Contractor 90% of the net amount of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and 10% of the net amount of the Contract Sum properly allocable to overhead and profit.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced April 15, 1989.

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than January 1, 1990.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

Every hour and every minute spent by the Contractor in traveling to and from the project site and in the performance of the Work shall be considered as time spent on the project.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

One Million Nine Hundred Thousand Dollars (\$1,900,000.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Lump Sum of One Million Nine Hundred Thousand Dollars (\$1,900,000.00)

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than Three (3) days following the end of the period covered by the Application for Payment
Ninety percent (90 %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety percent (90 %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to One Hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

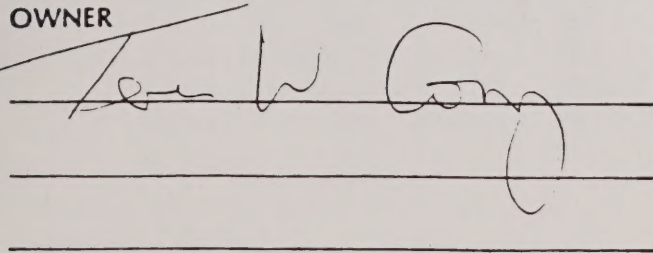
Specifications dated February 13, 1989.

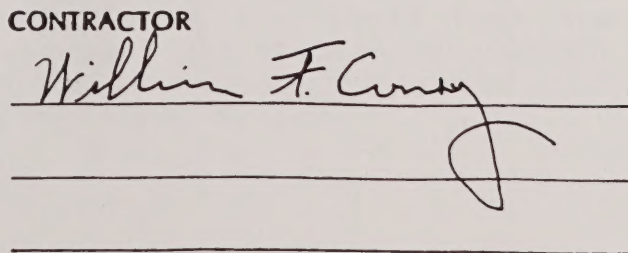
Drawings dated February 13, 1989. (See attached.)

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR





BUILDING #96

DRAWING LIST:

T-1 Title Sheet
T-2 Walls/Floor Types, Symbols List, Project Summary
L-1 Landscape Demolition Plan
L-2 Landscape Paving Plan
L-3 Landscape Planting Plan
L-4 Landscape Details
D-1 First Floor Demolition Plan
A-1 Basement Floor Plan
A-2 First Floor Plan
A-3 Mezzanine/Mechanical Loft Plans
A-4 Building Elevations
A-5 Building Elevations
A-6 Building Sections
A-7 Stair Details
A-8 Details
A-9 Window Details
A-10 Storefront/Window Details
A-11 First Floor Reflected Ceiling Plan
A-12 Mezzanine Floor Reflected Ceiling Plan
A-13 Schedules/Lobby Details
A-14 Door Details
S-1 Basement/First Floor Plans
S-2 Mezzanine/Mechanical Loft Plans
S-3 Details
S-4 General Notes
E-1 Site Plan
E-2 Symbols/Diagrams and Schedule
E-3 Basement Plan Light and Power
E-5 First Floor Power Plan
E-6 Mezzanine Lighting Plan
E-7 Mezzanine Power Plan
H-1 First Floor Plan
H-2 Second Floor Plan
H-3 Partial Plans, Schedules, Details and Sections
P-1 Basement Plan, Utility Plan and Details
P-2 First Floor Plumbing Plan and Details
P-3 Mezzanine and Mechanical Loft Plan
FP-1 Basement and First Floor Sprinkler Plans
FP-2 Mezzanine and Loft Sprinkler Plan

BOSTON
REDEVELOPMENT
AUTHORITY

Raymond L. Flynn
Mayor

Stephen Coyle
Director

One City Hall Square
Boston, MA 02201
(617) 722-4300

Mr. Terence Conroy
Conroy Development Company
Building 266, Charlestown Navy Yard
One Thirteenth Street
Charlestown, Massachusetts 02129

Dear Mr. Conroy:

RE: Conditional Contract Documents Approval
Building 96, Charlestown Navy Yard

We are pleased to grant Conditional Contract Documents approval of the Building 96 historic rehabilitation project at Charlestown Navy Yard. This approval is based on our review of the drawings and specifications entitled Building 96, by Cubellis & Associates, Inc. A list of dated submissions is enclosed (Attachment A) to reference the record drawings in our files. Conditions of the approval are listed herein.

1. The Authority acknowledges that previously proposed and approved site lighting, planters and benches have been subsequently omitted, in order to mitigate projected cost overruns. However, staff remains concerned about appropriate night lighting and will work with the several teams involved in redevelopment of this portion of the Navy Yard to install safe and attractive site lighting.
2. Regarding the granite forecourt plaza, it is agreed that a honed, thermal or split-faced finish will be substituted for the proposed polished finish at the borders, in consideration of safety and durability. Submission of brick and granite paver samples for BRA review and approval is required.
3. It is agreed that the proposed freestanding sign shall be considered temporary. The Authority reserves the right to require the removal of this sign in the event that the restaurant tenants (John Urbaczewski and Richard Smigielski) fail to occupy the leased space as a restaurant; the sign shall not be transferable to any other tenant.



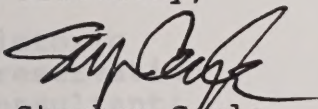
Mr. Terence Conroy
Page 2

The Authority also reserves the right to order the freestanding restaurant sign to be removed at a future date, in order to replace it in the same or a different location with an interpretive Ropewalk complex historic marker and/or a Gate 5 area directory.

Conditional Contract Documents approval is granted with the understanding that additional approvals of all subsequent drawings, product cuts, addenda, change orders, and materials samples will be required. See Attachment B, "A Guide for the Preparation of Materials, Samples, and Construction Details Panels." Construction Inspection review requirements are set forth in the BRA Development Review Procedures guide.

Based on this approval, the development team is authorized to seek appropriate permits from the Inspectional Services Department for the construction of these improvements. We look forward to working with you toward a timely completion of the project.

Sincerely,


Stephen Coyle,
Director

Enclosures

	Title	Date Issued (Rev'd)
T-1	Title Sheet	2/13/89 (2/14/89)
T-2	Wall/Floor Types, Symbols List	2/13/89 (2/14/89)
L-1	Landscape Description Plan	2/13/89 (2/14/89)
L-2	Landscape Paving Plan	2/13/89 (2/14/89)
L-3	Landscape Planting Plan	2/13/89 (2/14/89)
L-4	Landscape Details	2/13/89 (2/14/89)
D-1	First Floor Description Plan	2/13/89 (2/14/89)
A-1	Basement Floor Plan	2/13/89 (2/14/89)
A-2	First Floor Plan	2/13/89 (2/14/89)
A-3	Mezzanine/Mech'l. Loft Plan	2/13/89 (2/14/89)
A-4	Building Elevations	2/13/89 (2/14/89)
A-5	Building Elevations	2/13/89 (2/14/89)
A-6	Building Sections	2/13/89 (2/14/89)
A-7	Stair Details	2/13/89 (2/14/89)
A-8	Details	2/13/89 (2/14/89)
A-9	Window Details	2/13/89 (2/14/89)
A-10	Storefront/Window Details	2/13/89 (2/14/89)
A-11	First Floor Reflected Ceiling Plan	2/13/89 (2/14/89)
A-12	Mezzanine Floor Reflected Ceiling Plan	2/13/89 (2/14/89)
A-13	Schedules/Lobby Details	2/13/89 (2/14/89)
A-14	Door Details	2/13/89 (2/14/89)

Mr. Terence Conroy
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Attachment A

Conditional Contract Documents Approval
Building 96, Charlestown Navy Yard

Developer: Mr. Terence Conroy
Conroy Development Company/Heafitz & Company
40 Rowes Wharf
Boston, Massachusetts 02110

Architect: Cubellis & Associates, Inc.
Building 266, Charlestown Navy Yard
2 Thirteenth Street
Boston, Massachusetts 02129
ATTN: Mr. Joe Luna

Historic Preservation Consultant: Ms. Leslie Donovan
102 South Street, 2nd floor
Boston, Massachusetts 02111

<u>Sheet</u>	<u>Title</u>	<u>Date Issued (Rec'd)</u>	
T-1	Title Sheet	2/13/89	(2/14/89)
T-2	Wall/Floor Types, Symbols List	2/13/89	(2/14/89)
L-1	Landscape Demolition Plan	2/13/89	(2/14/89)
L-2	Landscape Paving Plan	2/13/89	(2/14/89)
L-3	Landscape Planting Plan	2/13/89	(2/14/89)
L-4	Landscape Details	2/13/89	(2/14/89)
D-1	First Floor Demolition Plan	2/13/89	(2/14/89)
A-1	Basement Floor Plan	2/13/89	(2/14/89)
A-2	First Floor Plan	2/13/89	(2/14/89)
A-3	Mezzanine/Mech'l. Loft Plan	2/13/89	(2/14/89)
A-4	Building Elevations	2/13/89	(2/14/89)
A-5	Building Elevations	2/13/89	(2/14/89)
A-6	Building Sections	2/13/89	(2/14/89)
A-7	Stair Details	2/13/89	(2/14/89)
A-8	Details	2/13/89	(2/14/89)
A-9	Window Details	2/13/89	(2/14/89)
A-10	Storefront/Window Details	2/13/89	(2/14/89)
A-11	First Floor Reflected Ceiling Plan	2/13/89	(2/14/89)
A-12	Mezzanine Floor Reflected Ceiling Plan	2/13/89	(2/14/89)
A-13	Schedules/Lobby Details	2/13/89	(2/14/89)
A-14	Door Details	2/13/89	(2/14/89)

Mr. Terence Conroy
Page 4

<u>Sheet</u>	<u>Title</u>	<u>Date Issued (Rec'd)</u>
S-1	Basement/First Floor Structural	2/13/89 (2/14/89)
S-2	Mezzanine/Mechanical Loft Structural	2/13/89 (2/14/89)
S-3	Structural Details	2/13/89 (2/14/89)
S-4	General Structural Notes	2/13/89 (2/14/89)
E-1 to E-7	Electrical Drawings	2/13/89 (2/14/89)
M-1 to M-3	Mechanical Drawings	2/13/89 (2/14/89)
P-1 to P-3	Plumbing Drawings	2/13/89 (2/14/89)
FP-1 to FP-2	Fire Protection Drawings	2/13/89 (2/14/89)
-	Specifications for Construction	2/21/89 (2/22/89)

Attachment B

A GUIDE FOR THE PREPARATION OF MATERIALS SAMPLES
CONSTRUCTION DETAIL PANELS

As part of the Boston Redevelopment Authority's Design Review Procedures, a full-size materials sample panel is required.

Site inspection stage approval is contingent on Authority review and approval of on-site materials panels that demonstrate the construction details of the project.

- 1.) Materials panel shall demonstrate all exterior material selections, including variations in color, finish, and source.
- 2.) Detailing of dimensional profiles of all exterior trim including: cornices, belting, contrasting, banding, soffit treatment, jambs, returns, copings, and all window walls including frames, subdivisions, and jamb, head and sill details, shall be presented.
- 3.) Brick and all facing material (granite, cast stone, marble, terra cotta, et al) sample panels shall include joint details, patterning out of the norm or as requested, and masonry jamb, head and sill details.
- 4.) Where mortar or grouting is used, panels shall show intended tooling, finish and color.
- 5.) Where adhesive or caulking agents are used, panels shall show intended tooling, finish, color and spacing between contiguous materials, and manufacturer specifications shall be furnished.
- 6.) In the case of windows, or replacement/rehabilitation/repair projects, or where the abutting context is deemed significant and is immediate, assemblies shall be presented in situ or against areas of the existing details/materials which they are intended to match.

All such material panels shall be presented in an assembly large enough to assess finished construction facade color, patterning and joint details, in a manner representing actual designed combinations.

acord

INSURANCE BINDER

Binder No

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

NAME AND ADDRESS OF AGENCY

RICHARD W. ENDLAR
INSURANCE AGENCY, INC.
210 BOYLSTON STREET
CHESTNUT HILL, MASSACHUSETTS 02167
Phone: (617) 964-2111

COMPANY

HANOVER INSURANCE CO.

Effective **12:01 A m** **03/31, 1989**
 Expires ☐ 12:01 am ☐ Noon **UNTIL ISSUANCE**

☐ This binder is issued to extend coverage in the above named company per expiring policy # **CMP095645L**
(except as noted below)

NAME AND MAILING ADDRESS OF INSURED

NAVY YARD 96 ASSOCIATES C/O HEAFITZ &
COMPANY INC.
P.O. BOX 1742
BOSTON, MA 02105

Description of Operation/Vehicles/Property

2,000 SF. BRICK BUILDING
UNDER RENOVATION

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Y

Type and Location of Property

PROPERTY LOCATED AT:

9TH STREET
CHARLESTOWN NAVY YARD
CHARLESTOWN, MA

Coverage/Perils/Forms

Amt of Insurance Ded. Cont.

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Type of Insurance

Coverage/Forms

Limits of Liability

- ☐ Scheduled Form ☐ Comprehensive Form
- ☒ Premises/Operations
- ☒ Products/Completed Operations
- ☒ Contractual
- ☒ Other (specify below) **BROAD FORM COVERAGE**
- ☒ Med Pay \$ **1,000** - \$ **10,000**
- ☒ Personal Injury

	Each Occurrence	Aggregate
Bodily Injury	\$	\$
Property Damage	\$	\$
Bodily Injury & Property Damage Combined	\$ 1,000,000	\$ 1,000,000
Personal Injury		\$ 1,000,000

☒ A ☒ B ☒ C

Limits of Liability

- ☐ Liability ☐ Non-owned ☐ Hired
- ☐ Comprehensive Deductible \$
- ☐ Collision Deductible \$
- ☐ Medical Payments \$
- ☐ Uninsured Motorist \$
- ☐ No Fault (specify)
- ☐ Other (specify)

Bodily Injury (Each Person)	\$
Bodily Injury (Each Accident)	\$
Property Damage	\$
Bodily Injury & Property Damage Combined	\$

☐ WORKERS COMPENSATION - Statutory Limits (specify, stated below) ☐ EMPLOYERS LIABILITY - Limit \$

SPECIAL CONDITIONS/OTHER COVERAGES

UMBRELLA LIABILITY: HANOVER INS. CO. LIMIT \$5,000,000
BOSTON REDEVELOPMENT AUTHORITY ADDED AS AN ADDITIONAL INSURED FOR LIABILITY.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOAN PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Herbert Sped 3/30/89
 Signature of Authorized Representative Date

Harrison & Maguire, P.C.

24 School Street
Boston, Massachusetts 02108-5113
(617) 742-3810 Telecopier (617) 742-0386

Fosdick P. Harrison, 1935-1987
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John T. Ronayne
Sidney L. Shadovitz
Alex H. MacDonald
Matthew A. Kameron
Lawrence P. Heffernan
Steven P. Perlmutter
Ronald L. Cheney

Of Counsel
Fern Frolin

Paul C. Gay
E. Christopher Kehoe
James B. Maguire
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Elaine Tung
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David B. Wilson

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2048 Washington Street
Hanover, Massachusetts 02339
(617) 878-6182 Telecopier (617) 878-9475

April 13, 1989

Mr. Terence W. Conroy
Conroy Development Corporation
Captain's Quarters
Charlestown Navy Yard
One 13th Street
Charlestown, Massachusetts 02129

Re: Building 96, Charlestown Navy Yard

Dear Mr. Conroy:

Reference is made to your letter of March 31, 1989 to Beverly H. Zwieman, Esquire.

Please be advised that Harrison & Maguire, P.C. has examined the title to the captioned property to January 19, 1989 through the instrument recorded in Book 15316, Page 312.

Very truly yours,

HARRISON & MAGUIRE, P.C.

By: Yolanda N. Shirley

/jar

cc Beverly H. Zwieman, Esquire
Gerald T. Doherty, Esquire